


FILED MAY 20 2015  
U.S. BANKRUPTCY COURT  
DISTRICT OF COLUMBIA

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> Bryan Anderson	<b>DEFENDANTS</b> David John Denys	
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.) Pro Se--No Attorney at this time	<b>ATTORNEYS</b> (If Known) Ellen Ann Brown Brown & Seelye PLLC 744 S. Fawcett, Tacoma, WA 98402	
<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	<b>PARTY</b> (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)  Debtor-Defendant obtained a rental home under false pretexts and caused willful and malicious damage to the premises. The debt is nondischargeable. 11 USC 523(a)(2)(A) and (a) (6)		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 4000.31	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR David John Denys		BANKRUPTCY CASE NO. 19-40569-BDL
DISTRICT IN WHICH CASE IS PENDING Western District of Washington	DIVISION OFFICE Tacoma	NAME OF JUDGE Hon. Brian Lynch
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 05/24/2019	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Bryan Anderson	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

FILED 28 MAY 2014 PM 1:06  
CLERK OF COURT  
U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
TACOMA, WA

HON. BRIAN D. LYNCH

Bryan Anderson, pro se  
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Creditor

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

In Re:  
DAVID JOHN DENYS,  
Debtor.  
BRYAN ANDERSON,  
Plaintiff-Creditor,  
v.  
DAVID JOHN DENYS,  
Defendant-Debtor.

Case No. 19-40569-BDL  
Chapter 7

Adv. Proc. No.

COMPLAINT TO DETERMINE  
DISCHARGABILITY OF DEBT

Comes now the Plaintiff, Bryan Anderson, and would respectfully show the Court as follows:

I. PRELIMINARY STATEMENT

1. This adversary proceeding asks whether a debtor may knowingly lie to a prospective landlord about owning pets and being a smoker in order to rent a residence, be evicted in less than six months due to keeping pets on the no-pets property, inflict a tremendous amount of willful and malicious damage to the property, cause damage to the property by virtue of his smoking and owning pets, and discharge the resulting debt.

//

1 II. PARTIES

2 2. Plaintiff-Creditor, Bryan Anderson ("Anderson"), is a resident of Pierce County,  
3 Washington.

4 3. Defendant-Debtor, David John Denys ("Denys"), is a resident of Mason County,  
5 Washington. He has petitioned this Court for a discharge of debts under Chapter 7 of the  
6 Bankruptcy Code.  
7

8 4. Anderson is a judgment creditor of Denys.

9 III. JURISDICTION AND VENUE

10 5. This Court has jurisdiction over this adversary proceeding under 28 U.S.C.  
11 §§ 157(a)-(c), 28 U.S.C. § 1334(b), 11 USC § 523(a)(2)(A), and 11 USC § 523(a)(6).  
12

13 6. Venue is proper under 28 U.S.C. § 1408 and LBR 1072-1.

14 7. The instant adversary proceeding to determine the dischargeability of debts is a core  
15 proceeding under 28 U.S.C. § 157(b)(2)(I) and (J).  
16

17 8. Anderson consents to the entry of final orders or judgment by the Bankruptcy Court.  
18 See FED. R. BANKR. P. 7008(a).

19 IV. FACTS

20 9. In June 2014, Anderson advertised the property at 1784 Southeast Jones Road,  
21 Shelton, Washington, 98584 (the "Jones Road Property"), for rent as a residence.  
22

23 10. The Jones Road Property was advertised as a no-smoking, no-pets property.

24 11. Denys and his now-former wife, Jessica Denys (together, "The Denys"), responded to  
25 the advertisement of the Jones Road Property.

26 12. On June 17, 2014, Anderson met The Denys at the Jones Road Property.

27 13. On that day, Anderson and The Denys walked through the entire residence, and  
28 toured the grounds of the Jones Road Property.

1 14. During this tour, Anderson explained the terms of tenancy of the Jones Road  
2 Property, including that it was a no-smoking, no-pets property. The Denys said they had no  
3 pets, and were not smokers.  
4

5 15. After the tour, The Denys expressed their desire to rent the Jones Road Property, and  
6 each filled out a written rental application.

7 16. On their written rental applications, Denys and Jessica Denys each affirmed that they  
8 had no pets, and were not smokers.

9 17. A true and correct copy of the written rental applications filled out by The Denys is  
10 attached hereto and fully incorporated herein as Exhibit "1."  
11

12 18. Based upon the contents of The Denys written rental applications, including their  
13 representations that they had no pets, and were not smokers, Anderson agreed to rent the  
14 Jones Road Property to The Denys.

15 19. On June 29, 2014, Anderson and The Denys met again at the Jones Road Property to  
16 sign a written rental agreement and complete the rental of the Jones Road Property to The  
17 Denys.  
18

19 20. During this meeting, Anderson and The Denys reviewed the written rental agreement,  
20 section by section, including the sections pertaining to no smoking and no pets.  
21

22 21. The Denys did not have any comments about the written rental agreement, nor did  
23 they suggest any changes to it.

24 22. Also at this meeting, Anderson and The Denys walked the interior of the Jones Road  
25 Property for the purpose of completing a landlord-tenant condition checklist of the property.

26 23. On this day, the interior of the Jones Road Property was clean, in good condition, and  
27 there were no odors of any kind, nor was there any garbage on the property.  
28

1 24. Also on this day, the carpets inside the residence were approximately 1 year old,  
2 were clean, and in good condition.

3 25. Also on this day, the Jones Road Property had a working furnace, window screens in  
4 good condition on the windows, working and undamaged doors and closet doors, window  
5 blinds in good condition, and interior walls painted, clean, and free of holes.  
6

7 26. Neither at the June 17 nor the June 29 meeting did The Denys make any complaint  
8 or derogatory statement about the Jones Road Property or its condition.

9 27. After reviewing the written rental agreement, and filling out the landlord-tenant  
10 condition checklist under the column "Condition Moving In," Anderson and The Denys signed  
11 the rental agreement, and the condition checklist, at that time.  
12

13 28. A true and correct copy of the written rental agreement between Anderson and The  
14 Denys is attached hereto and fully incorporated herein as Exhibit "2."

15 29. A true and correct copy of the landlord-tenant condition checklist is attached hereto  
16 and fully incorporated herein as Exhibit "3."  
17

18 30. The landlord-tenant condition checklist attached herein as Exhibit "3," under the  
19 column "Condition Moving In," is a true and correct description of the Jones Road Property  
20 as it existed on June 29, 2014.

21 31. The Denys were given keys to the Jones Road Property immediately after the  
22 aforementioned paperwork was signed, and they began moving in immediately.  
23

24 32. On or about August 1, 2014, Anderson received a call from a next-door neighbor of  
25 the Jones Road Property, Sarah Edenstrom ("Edenstrom").

26 33. During this call, Edenstrom complained that a dog was being kept on the Jones Road  
27 Property, and the dog had threatened and harassed neighbors, including Edenstrom,  
28 numerous times in the past month.

1 34. Anderson had never before received a complaint from Edenstrom.

2 35. Anderson immediately called Denys, and Denys insisted there was no dog on the  
3 Jones Road Property.

4 36. Anderson relayed Denys response to Edenstrom, and she strongly disputed its  
5 accuracy.  
6

7 37. Edenstrom continued to complain to Anderson in the month of August about the dog  
8 on the Jones Road Property and its ongoing threatening behavior.

9 38. On August 25, 2014, Anderson served The Denys a 10-Day Notice to Comply or  
10 Vacate concerning The Denys having a dog on the Jones Road Property in violation of the  
11 written rental agreement, as well as The Denys representations upon moving in that they  
12 had no pets.  
13

14 39. When Anderson served the aforementioned 10-Day Notice to the Jones Road  
15 Property, Jessica Denys opened the door to receive it, and she was accompanied by a dog  
16 inside the house.  
17

18 40. For the next few months, Edenstrom continued to suspect The Denys were keeping  
19 at least one dog on the Jones Road Property, however, she did not have photos to back up  
20 her suspicions.

21 41. On November 20, 2014, while driving to her home, Edenstrom saw a kennel outside  
22 on the Jones Road Property, near the house, containing the same dog, and numerous  
23 puppies.  
24

25 42. Edenstrom took photos of this kennel from the street, and provided the photos to  
26 Anderson that same day.

27 43. Upon receiving the photos, Anderson immediately called and spoke with Denys.

28 44. During this telephone call, Denys apologized to Anderson for lying about having dogs.

1 45. The Denys refused to vacate the Jones Road Property voluntarily, despite their  
2 admittedly keeping dogs on the property.

3 46. On November 21, 2014, unlawful detainer proceedings were initiated to evict the  
4 Denys from the Jones Road Property.  
5

6 47. The Denys disputed and contested the unlawful detainer proceedings.

7 48. At the Superior Court hearing on December 8, 2014, Denys was not present, but  
8 Jessica Denys and Edenstrom were present and gave live testimony.

9 49. Jessica Denys testified that the dogs were on the Jones Road Property on the day the  
10 photos were taken only to be bathed, and did not actually reside on the property.  
11

12 50. The Superior Court rejected all of The Denys arguments, and signed a Writ of  
13 Restitution. The Denys did not appeal.

14 51. Anderson did not deposit Denys' December rent check until after the December 8  
15 hearing. When Anderson went to deposit this check, Denys stopped payment on the check,  
16 and Anderson was charged a fee by his bank for the returned check.  
17

18 52. On December 16, 2014, Anderson was permitted to return to the Jones Road  
19 Property by the Mason County Sheriff's Office pursuant to a Writ of Restitution.

20 53. Immediately upon arriving at the Jones Road Property, and entering the house,  
21 Anderson discovered extreme damage to the property, far beyond normal wear and tear.  
22

23 54. The carpets inside the Jones Road Property were ruined by numerous tears,  
24 extensive staining, urine, and feces.

25 55. In fact, in the master bedroom closet, the carpet was removed completely, and air  
26 fresheners were glued to the wall.

27 56. The smell of cigarette smoke was so strong inside the Jones Road Property that the  
28 entire residence (walls and ceilings) had to be re-painted to get rid of that smell.

1 57. Cigarette butts and ashes were found in one of the toilets, not flushed down.

2 58. There was trash strewn about the house and yard of the Jones Road Property, and it  
3 was incredibly dirty inside, particularly in the kitchen and bathrooms.  
4

5 59. The furnace inside the residence was damaged, its door was taken off and wires  
6 were hanging out, the thermostat had been tampered with, and the unit would not shut off.

7 60. Damage was extreme in other areas, including broken window screens, broken  
8 closet doors, broken blinds, large holes in the walls, and dog chewed door jams.

9 61. The landlord-tenant condition checklist attached herein as Exhibit "3," under the  
10 column "Condition Moving Out," is a true and correct description of the Jones Road Property  
11 as it existed on December 16, 2014.  
12

13 62. From June 29, 2014, after they received their keys, to December 15, 2014, only The  
14 Denys had access to the Jones Road Property.

15 63. Upon information and belief, unbeknownst to Anderson, The Denys smoked inside  
16 the Jones Road Property, and kept at least one dog on the property, from the very first day  
17 they moved in.  
18

19 64. On December 29, 2014, Anderson mailed Denys and Jessica Denys each a copy of  
20 the disposition of their rental deposit, and an itemized list of the damages to the Jones Road  
21 Property, including unpaid rent, attorneys' fees, and bank fees incurred by Anderson.  
22

23 65. After deducting The Denys' deposit and partial last month's rent prepaid, the total  
24 amount due was \$4,000.31.

25 66. The Denys refused to pay for the damages.

26 67. Since Anderson's legal rights were invaded, he was forced to go to state court to  
27 seek a legal judgment.  
28

1 68. On August 7, 2015, the Mason County District Court signed a judgment in favor of  
2 Anderson and against The Denys for \$4,000.31, plus \$14.00 in filing fees, and \$89.00 in  
3 service fees, for a total judgment of \$4,103.31.  
4

5 69. The Denys continued to refuse to pay Anderson.

6 70. Anderson filed a transcript of the judgment in Mason County Superior Court on  
7 October 12, 2015.

8 71. Denys filed for relief under Chapter 7 of the Bankruptcy Code on February 28, 2019,  
9 in this Court.  
10

11 **COUNT I. 11 U.S.C. § 523(a)(2)(A) — OBTAINING PROPERTY BY FALSE PRETENSE, FALSE**  
12 **REPRESENTATION, OR ACTUAL FRAUD**

13 72. Anderson incorporates the facts of the proceeding paragraphs as they are fully set  
14 forth.

15 73. Section 523(a)(2)(A) of the Bankruptcy Code exempts from discharge debts arising  
16 from:  
17

18 Money property, services or an extension, renewal or refinancing of credit, to the  
19 extent obtained by-

20 A) false pretenses, a false representation, or actual fraud, other than a statement  
21 respecting the debtor's or an insider's financial condition.  
22

23 74. In the Ninth Circuit, the five elements for a § 523(a)(2)(A) nondischargeability claim  
24 are: (1) misrepresentation, fraudulent omission or deceptive conduct by the debtor; (2)  
25 knowledge of the falsity or deceptiveness of [the debtor's] statement or conduct; (3) an  
26 intent to deceive; (4) justifiable reliance by the creditor on the debtor's statement or  
27 conduct; and (5) damage to the creditor proximately caused by its reliance on the debtor's  
28

1 statement or conduct. Turtle Rock Meadows Homeowners Ass'n v. Slyman (In re Slyman),  
2 234 F.3d 1081, 1085 (9th Cir. 2000)

3 75. The plethora of Denys' representations and fraudulent omissions concerning pets  
4 and smoking that are more specifically set forth above were false, and Denys knew they  
5 were false.  
6

7 76. As more fully set forth above, Denys intended to deceive Anderson.

8 77. Anderson relied on Denys' representations and fraudulent omissions, and  
9 Anderson's reliance was reasonable.  
10

11 78. Had Denys been truthful in his representations regarding smoking and pets,  
12 Anderson would never have rented the Jones Road Property to The Denys.

13 79. The Denys obtained the rental of the Jones Road Property by false pretenses, false  
14 representations, and/or actual fraud as more fully set forth above.

15 80. Anderson has been damaged by Denys' representations, and sustained a loss as a  
16 result of Denys' representations, omissions, and conduct. Specifically, Anderson has lost  
17 \$4,000.31 due to the extreme damage done to the Jones Road Property, unpaid rent,  
18 attorneys' fees, and bank fees.  
19

20 81. Anderson is entitled to judgment against Denys determining that the debt of  
21 \$4,000.31 is not subject to discharge pursuant to 11 U.S.C. § 523(a)(2)(A).  
22

23 **COUNT II. 11 U.S.C. § 523(a)(6) – WILLFUL AND MALICIOUS INJURY**

24 82. Anderson incorporates the facts of the proceeding paragraphs as they are fully set  
25 forth.

26 83. Section 523(a)(6) of the Bankruptcy Code exempts from discharge debts arising  
27 from, "willful and malicious injury by the debtor to another entity or to the property of  
28 another entity[.]"

1 84. A "willful" injury is a "deliberate or intentional injury, not merely a deliberate or  
2 intentional act that leads to injury." Kawaauhau v. Geiger, 523 U.S. 57, 61,118 S. Ct. 974,  
3 140 L. Ed. 2d 90 (1998) (emphasis in original). The Ninth Circuit applies a subjective  
4 standard: "§ 523(a)(6) renders debt nondischargeable when there is either a subjective  
5 intent to harm, or a subjective belief that harm is substantially certain." Carillo v. Su (In re  
6 Su), 290 F.3d 1140, 1144 (9th Cir. 2002).

8 85. This does not mean, however, "that a court must simply take the debtor's word for  
9 his state of mind. In addition to what a debtor may admit to knowing, the bankruptcy court  
10 may consider circumstantial evidence that tends to establish what the debtor must have  
11 actually known when taking the injury-producing action." *Id.* at 1146 n.6. "In addition to  
12 what a debtor may admit to knowing, the bankruptcy court may consider circumstantial  
13 evidence that tends to establish what the debtor must have actually known when taking the  
14 injury-producing action." *Id.* at 1146.

16 86. "A malicious injury involves (1) a wrongful act, (2) done intentionally, (3)  
17 which necessarily causes injury, and (4) is done without just cause or excuse." In re  
18 Barboza, 545 F.3d 702, 706 (9th Cir. 2008). However, maliciousness does not require  
19 "personal hatred, spite, or ill-will" In re Bammer, 131 F.3d 788, 791 (9th Cir. 1997)

21 87. As more fully set forth above, Denys' damage to the Jones Road property was willful  
22 in that it is characterized by his deliberate intent to injure Anderson. Damages including, but  
23 not limited to, the smoking, carpet damage, holes in the walls, furnace damage, and stop-  
24 payment check, could only have been done intentionally.

26 88. Denys' damage to the Jones Road Property was also malicious. Denys intentionally  
27 committed wrongful acts by deliberately lying to Anderson about smoking and pets,  
28 deliberately damaging Anderson's property, and deliberately stopping payment on the

1 December rent check to retaliate against Anderson for being evicted. Denys has no just  
2 cause or excuse for his conduct.

3 89. In causing such extreme damage to the Jones Road Property, and allowing his dog to  
4 threaten and harass neighboring property owners, Denys displayed a conscious disregard to  
5 the property of Anderson, invaded Anderson's legal rights, and injured Anderson in a  
6 substantial and significant way.  
7

8 V. AMENDMENTS

9 90. Anderson reserves the right to amend or supplement this Complaint as appropriate  
10 based on additional information or other circumstances affecting the bankruptcy.  
11

12 VI. RELIEF REQUESTED

13 Anderson respectfully requests that the Court grant the following relief:

14 A. An order determining that the sum of \$4,000.31 is nondischargeable under 11 U.S.C.  
15 § 523(a)(2)(A) and 11 U.S.C. § 523(a)(6), and a judgment in favor of Anderson and against  
16 Denys for the same;  
17

18 B. An award of costs and reasonable attorneys' fees related to the pursuit of this action  
19 to the extent available and authorized by law; and

20 C. Such further relief as this Court deems just and equitable, including, should the Court  
21 deem appropriate, a denial of discharge based on abuse, misuse, or bad faith in relation to  
22 the bankruptcy proceedings.  
23

24 Dated this 24th day of May, 2019.

25  
26  
27 By Bryan Anderson  
28 Bryan Anderson  
Plaintiff-Creditor

EXHIBIT "1" TO  
COMPLAINT TO DETERMINE DISCHARGABILITY OF DEBT

Ch. 7 No. 19-40569-BDL

Adv. Proc. No. \_\_\_\_\_



# APPLICATION TO RENT

(All rights reserved for Washington Landlord Association members only)

\$ 15 PER ADULT

(Screening Charge)

Property Address: 1784 Jones Rd. Shelton Rent \$ 695.00

Landlord: Bryan Anderson Phone: 253-537-9215 Access Code: 5532

(A separate application form is required for each applicant 18 or older. PLEASE PRINT CLEARLY)

Full Name David John Denys Phone: (360) 426-0476 Birth (m/d/y) [REDACTED]  
 First Middle Last  
 Physical Address 328 Park St apt #203 City Shelton State WA Zip 98584

Names of all 18 or older to be renting with you Jessie A. Denys

Children (names/ages) [REDACTED] ( ) [REDACTED] ( ) Pets/animals(list) N/A

List all vehicles, boats, RV's, etc. 92 Honda civic 2005 Acura TL Firearms(list) N/A

Driver's Lic No [REDACTED] Soc Sec No [REDACTED] Smoker? NO

Employer Temporarily How long? 1yr Ph 360-252-1241 Job foundation Hrs/wk 40 Pay 15.00 HR

Prior Employer: Xerox How long? 1yr City Lacey Job call rep Pay 9.19 HR

Other Verifiable Income Sources N/A Monthly Amts \$ 2400

Parents (1) Kim Denys Address Idaho Phone [REDACTED]

(2) [REDACTED] Address [REDACTED] Phone [REDACTED]

Landlord: Name Carla Underwood City Shelton Phone 214-450-1161 Months Unit # 203 Rent 775

Prior LL: Name Gateway City Shelton Phone 360-426-5188 Months Unit # 1 Rent 650

Banking with (name) O.C.C. union Credit/Charge Cards (names): [REDACTED]

Major Loans N/A Ever filed for bankruptcy? NO When? [REDACTED]

Personal Reference (1) Bachum Jacobs Phone 360-292-8896 Relationship friend

(2) Jeff Banks Phone 360-401-5801 Relationship friend

OTHER: Are you a Section 8 renter? (y/n) N Medical marijuana user? (y/n) N Have a service animal? (y/n) N

If required, would you restrict smoking to outside? [REDACTED] How long do you plan to stay here? years Preferred move-in

date? 07/01/14 When have the required deposit? yes When have the initial rent payment? yes Could you pay both

first and last month's rent? (y/n) yes Would a local credit-worthy person co-sign? (y/n) [REDACTED] Seen inside unit? (y/n) [REDACTED]

Why moving? Landlord Raised Rent Are you a victim of violence? (optional y/n) NO

Have you ever been evicted or given notice to move (explain)? NO N/A

List all felony/misdemeanor convictions: N/A

BY SIGNING I approve review of my consumer/credit report, making of reference checks, and verification of all information hereto.

(Note: Please complete in full; unanswered, incomplete, or false items may be cause for disqualification or termination.)

SIGNATURE: David Denys (Date) 06/17/14 (Email) xxmudvaynebudxx@aol.com

(Please submit completed application with fee as directed by landlord or manager to avoid disqualification)

Per RCW 59.18.257, your screening will entail public and business record reviews and consultations to include any of the following: criminal, eviction, bankruptcy, public records, credit, landlord conditions, and all reference resources. The applicant with the most favorable overall rating will be given first consideration. Applicant may dispute accuracy of consumer reports. If not posted, applicant may ask landlord for name/address/phone of screening resources (for screening report copy). Per RCW 49.60.040(24), a defined service animal is one "trained" to assist or accommodate a person's sensory, mental, physical disability. Letter documenting need for service animal, medical marijuana, or accommodation may be required from a doctor or qualified professional. Applicant acquires no rights to any rental unit until an approved lease or monthly rental agreement covering the applicant is signed by all affected parties.

WLA 50

Pl 300 fee  
Pl 250. dep (cash) 6-21-14

6/22/14  
4:30 PM  
Summy  
10:30 AM



# APPLICATION TO RENT

(All rights reserved for Washington Landlord Association members only)

\$ 15 PER ADULT

(Screening Charge)

Property Address: 1784 Jones Rd. Shelton Rent \$ 695  
Landlord: Bryan Anderson Phone: 253-337-9215 Access Code: 5532

(A separate application form is required for each applicant 18 or older. PLEASE PRINT CLEARLY)

Full Name Jessie Ann Denys Phone (360) 426-0476 Birth (m/d/y) 1/1/77  
First Middle Last

Physical Address 328 Park St apt 203 City Shelton State WA Zip 98584

Names of all 18 or older to be renting with you David J. Denys

Children (names/ages) L [redacted] D [redacted] H [redacted] Pets/animals (list) ( [redacted] ) N/A

List all vehicles, boats, RV's, etc. 92 honda civic 05 Acura TL Firearms (list) N/A

Driver's Lic No [redacted] Soc Sec No [redacted] Smoker? NO

Employer Home maker How long? 3yrs Ph [redacted] Job [redacted] Hrs/wk [redacted] Pay [redacted]

Prior Employer: Alpine Way Retirement home How long? 3yr City Shelton Job CNA Pay 11.50 HR

Other Verifiable Income Sources [redacted] Monthly Amts \$ [redacted]

Parents (1) Lennie Bentley Address [redacted] Phone (360) 463-1780

(2) Diana McNamara Address WI Phone (608) 519-2806

Landlord: Name Carla Underwood City Shelton Phone [redacted] Months 1 1/2 YR Unit # [redacted] Rent 775

Prior LL: Name Gateway property mgmt City Shelton Phone [redacted] Months 3 YRS Unit # [redacted] Rent 650

Banking with (name) O.C.C. Union Credit/Charge Cards (names): [redacted]

Major Loans N/A Ever filed for bankruptcy? NO When? [redacted]

Personal Reference (1) Billie Jean Phipps Phone (360) 490-8412 Relationship Friends

(2) Lennie Bentley Phone 360 463 1780 Relationship father

OTHER: Are you a Section 8 renter? (y/n) N Medical marijuana user? (y/n) N Have a service animal? (y/n) N

If required, would you restrict smoking to outside? [redacted] How long do you plan to stay here? [redacted] Preferred move-in

date? 07/01/14 When have the required deposit? yes When have the initial rent payment? yes Could you pay both

first and last month's rent? (y/n) Y Would a local credit-worthy person co-sign? (y/n) [redacted] Seen inside unit? (y/n) [redacted]

Why moving? New Landlord Raised Rent from 775 to 980 Are you a victim of violence? (optional y/n) N

Have you ever been evicted or given notice to move (explain)? NO

List all felony/misdemeanor convictions: N/A

BY SIGNING I approve review of my consumer/credit report, making of reference checks, and verification of all information hereto.

(Note: Please complete in full; unanswered, incomplete, or false items may be cause for disqualification or termination.)

SIGNATURE: Jessie Denys (Date) 06/17/14 (Email) Jessie.denys44@gmail.com  
(Please submit completed application with fee as directed by landlord or manager to avoid disqualification)

Per RCW 59.18.257, your screening will entail public and business record reviews and consultations to include any of the following: criminal, eviction, bankruptcy, public records, credit, landlord conditions, and all reference resources. The applicant with the most favorable overall rating will be given first consideration. Applicant may dispute accuracy of consumer reports. If not posted, applicant may ask landlord for name/address/phone of screening resources (for screening report copy). Per RCW 49.60.040(24), a defined service animal is one "trained" to assist or accommodate a person's sensory, mental, physical disability. Letter documenting need for service animal, medical marijuana, or accommodation may be required from a doctor or qualified professional. Applicant acquires no rights to any rental unit until an approved lease or monthly rental agreement covering the applicant is signed by all affected parties.

EXHIBIT "2" TO  
COMPLAINT TO DETERMINE DISCHARGABILITY OF DEBT

Ch. 7 No. 19-40569-BDL

Adv. Proc. No. \_\_\_\_\_

LANDLORD  
COPY

# RESIDENTIAL LEASE AGREEMENT

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Date June 29, 2014

1. TENANT HEREBY LEASES premises at 1784 SE Jones Rd.

Shelton

WA 98584

Unit \_\_\_\_\_

2. TENANT SHALL LEASE said premises for calendar period beginning July 1, 2014, ending June 1, 2015

In the event landlord or tenant does not elect to terminate this lease at the ending date therein (with 30-day advanced written notice), all applicable terms of this agreement shall revert to a month-to-month basis.

3. OCCUPANCY SHALL BE LIMITED jointly and severally to the following persons (adults and children). *Note: Landlord or agent must approve sublet of premises, or over-night visitors staying more than 7 consecutive or 14 total days.*

David John Denys; Jessie Ann Denys; L [REDACTED] D [REDACTED] H [REDACTED] D [REDACTED]

Provision for pets/animals: Not Allowed smoking: Not Allowed no. vehicles: 2 RV/boats: None

4. TENANT TO PAY a monthly rent of \$ 695.00 per month by the first day of each month (or monthly rental period) to the

landlord or agent beginning on (date) July 1, 2014; pay \$ N/A any pro-rata rent for the period

N/A through N/A; and pay \$ 100.00 per month (Start Extra Aug 2014) towards last month's rent.

Additional parking or other monthly fees, if any: \$ N/A to cover N/A

5. UTILITIES paid by landlord (checked): ☐ cable TV, ☐ electric, ☐ gas, ☐ water, ☐ sewer, ☐ garbage,

☐ (other) \_\_\_\_\_. *Tenant must pay all other utilities; tenant failure to promptly call in may result in a \$35 charge.*

6. TENANT TO PAY a security fee of \$ 695.00 of which \$ N/A shall be nonrefundable to cover:

N/A. After additional deductions for cleaning and repairs necessary to restore the premises to its original condition (less allowance for reasonable wear and tear), along with deductions for any rent due over the remaining term of the lease (including rent loss during periods of lease or restoration), late fee, caused inspection/eviction, utility, notice, legal and any breach of contract costs, the balance of the security fee shall be refunded, **PROVIDED:**

- (a) Said premises are kept picked up and neat following notice of vacancy (for showing to prospective tenants);
- (b) Tenants agree and cooperate to the showing of the premises to prospective tenants at reasonable times;
- (c) No evidence of non-approved pets (odors, stains, droppings, fleas); no unauthorized smoking, painting or remodeling;
- (d) Lawn is mowed, all grounds are cleared (as applicable); all waste is hauled away; all occupants and belongings are removed;
- (e) Landlord or agent was notified per Item 10 below; or landlord/agent agreed with tenant to an exception; and
- (f) X door, laundry, garage door, and X mail box keys are returned to landlord or agent (plus any copies). Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days. *For tenant-responsible damages or neglect during tenancy, costs may be deducted anytime from the security fee following 10-day written notice to cure, with 30-day deadline for tenant to replenish fee.*

7. TENANT AGREES AND UNDERSTANDS that any of said security fee *may not* be applied by the tenant toward rent at any time. Any security fee refund or shortage, as per itemized statement (or estimate), shall be processed between 2 and 14 days following rental agreement termination and vacation of premises. The security fee shall be held in trust per RCW 59.18.270.

8. DELIVERY OF RENT: All due on the first day of each monthly period, it is absolutely the responsibility of the tenant to mail/deliver rent payment (cash, check, money order/cashier check, direct deposit, etc., at landlord/agent option) to the following address or location: Bryan Anderson, 525 Broadway #403, Tacoma, WA 98402 Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by start date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.

9. LATE/NSF/DEFAULT RENT: Any rent due not paid by the 4th day of the monthly rental period is subject to a \$40.00 late fee charge with an additional \$10.00 for each late day thereafter, including late fee billing and eviction notice. Late fees assessed concurrent with rent due shall be considered rent as due. NSF checks shall be assessed \$30.00 each. If tenant defaults in rent payment, is absent from the premises without notice, and there is reason to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to post notice, take immediate possession, change of locks, and store any items.

10. NOTICES: Tenant notice prior to ending date (item 2) requires approval of all signing parties except as below. Notice to vacate at

*ending date* requires 30-day advance *written notice* by either landlord or tenant. Notice subsequent to ending date requires 20-day advanced *written notice* by either landlord or tenant effective the last day of any subsequent month. Tenant shall, at the expiration of either or all notices, surrender the premises and keys to the landlord/agent in accordance with this agreement. **Armed Forces:** Members & families may terminate without penalties following reassignment/deployment per RCW 59.18.220. **Disabled/Victim:** May terminate any time to accommodate a documented changing disability/safety need. **Other:** Following 30-day written notice by tenant/representative, lease may be terminated upon a verified tenant death, incarceration, or employer-required transfer out of commuting range. **Maintenance/Showing:** Following proper landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so honor access is cause to assess tenant any service cancellation costs, and \$100 per RCW 59.18.150(5). **Changing Premises:** If tenant relocates to another unit of the landlord, a relocation fee may be charged in addition to any cleaning or damage charges against the previous unit. Security fees and credit for rent shall transfer to the new unit.

11. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs (e.g. rent, lease, sale) and postings on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; *provided*, access is at reasonable times with proper notice (*no notice* required for emergency, end/term, or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of other arrangements).
12. **PUBLIC SAFETY:** Dwelling is equipped with \_\_\_ hard-wired and/or ☒ battery-operated smoke/heat detectors, and ☒ CO alarms in working order. Tenant is responsible to maintain the devices in working order; tenant failure to comply includes a \$200 fine per RCW 43.44.110(4). *If any device is later found inoperable, landlord may charge tenant a \$50 compliance fee/each.* If duplex, multiplex or apartment: the building has a sprinkler system \_\_\_ yes \_\_\_ no; a fire alarm system \_\_\_ yes \_\_\_ no. Unless attached or noted, the building does not have a smoking policy, nor an emergency notification, relocation or evacuation plan for occupants. The premises may include individuals that have or will commit criminal acts; **report** all suspicious activities to police. Tenant *will not* knowingly/freely give unit keys to outsiders, nor allow entry of any felon, law violator or repeat abuser without landlord written approval. *Intentional and malicious property damage, impair, removal or deface by tenant is a criminal offense under 9A.52 RCW.*
13. **CHANGE TERM OR RENT:** Requires written approval of all affected parties anytime, or 30 days written notice by landlord/agent only *at or after lease ending date.* All other provisions shall remain intact.
14. **INSURANCE/REPAIRS:** Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (*Landlord/agent not responsible for damaged/missing tenant property.*) Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.
15. **ATTORNEY/COLLECTION/SERVICE FEES:** Tenant agrees to pay all landlord/agent charges including 12% annual interest on delinquent accounts, and all reasonable attorney/collection fees necessary for any action arising out of a tenant default or breach.
16. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. *Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful threats, or unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.*
17. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a *continuing* basis, tenant agrees to:
  - (a) *Keep premises* in a clean, neat, and sanitary condition; *no parking*, storage or accumulation of debris on lawn or yard;
  - (b) *Dispose of* all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;
  - (c) *Properly ventilate and operate* all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors, windows, locks, and appliances; *No* portable kerosene/gas/incense burning; *keep* hot water tank at 120 degree maximum; *limit* candle burning; no excessive odorous chemicals/sprays/vapors; *restrict* toilets to biological waste and tissue paper; keep drains clear;
  - (d) *No BBQs* or open fires in units or under eaves, canopies, balcony over-heads, or under building structures or covers; (*Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can afflict or kill!*)
  - (e) *Pay for, replace or repair* in a *landlord-approved* manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; *correct or repair* plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, *use due precaution* against freezing or stoppage of water pipes in and around the premises;
  - (f) *Report all* plumbing/roof/ water leaks, and all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages, and increased utility fees *caused by* lack of timely reporting *to landlord*;
  - (g) *Not deface, damage, impair, or remove* any property, facilities, equipment, and appliances; *not install* TV/radio antennas, decorations, signs, or postings, nor other equipment without landlord/agent approval except as authorized under FCC regulations. For any installations, landlord/agent may assess an added refundable \$250 security fee to cover any removal costs;

- (Phone) \_\_\_\_\_ (Address) \_\_\_\_\_ (City, State, Zip) \_\_\_\_\_
- 3/13 6-29-14 695.00 1<sup>st</sup>  
695.00 - dep  
1390.00  
- 250.00  
1140.00
- Page 3 of 3  
Pet Cash 1040  
check 100.  
\$ 1140.
- 6/29/14 WLA 57

WLA 57

EXHIBIT "3" TO  
COMPLAINT TO DETERMINE DISCHARGABILITY OF DEBT

Ch. 7 No. 19-40569-BDL

Adv. Proc. No. \_\_\_\_\_

# LANDLORD TENANT CHECKLIST (Option A)

This checklist is for record only and does not obligate the landlord/manager to make specified repairs.

Property Address 1784

Landlord/Manager Bryan Anderson  
Adalyn Anderson

Date 6-29-14

## Living/Dining Room/Hallways

Item	Condition Moving In	Condition Moving Out
Paint/ Caulking	<u>Painted</u>	<u>SPOTS/CRAYONS/BLACK MARKING pen, &amp; 3 large holes in wall + smoking</u>
Walls/Ceilings	<u>Painted</u>	<u>SPOTS &amp; STREAKS of DIRT + SMOKE of SMOKE.</u>
Carpet/Floors	<u>Cleaned - stain removed</u>	<u>Pet urine/etc on all carpeting</u>
Windows/Doors	<u>Cleaned - good</u>	<u>WIPING CLOSET - CARPET + RUG REMOVED</u>
Drapes/Blinds	<u>Blinds (2) new others good</u>	<u>UPHOLSTERY BUREAU TERRIBLE SMELL + SPOTS</u>
Light Fixtures	<u>Good</u>	<u>door - JAMES - chewed + damaged by dog</u>
Outlets/Fans	<u>Good</u>	<u>(4) BROKEN (3 doors) TEIN mounting missing</u>
Fireplace	<u>Good</u>	<u>all dirty</u>
AC/Heating	<u>Good - electric</u>	<u>dirty</u>
Smoke/CO Alarms	<u>Good</u>	<u>o</u>
		<u>Furnace Completely dismantled in pieces on floor w/thermostat missing - broken</u>
		<u>OR -</u>

## Kitchen/Utility/Other

Item	Condition Moving In	Condition Moving Out
Refrigerator	<u>Cleaned</u>	<u>Very dirty</u>
Stove/Oven	<u>Cleaned</u>	<u>Very dirty</u>
Washer/Dryer	<u>o</u>	<u>Tenant Removed Washer &amp; dryer provided</u>
Cabinets	<u>Cleaned</u>	<u>Very dirty w/ black marker.</u>
Paint/Caulking	<u>Good</u>	<u>Very dirty w/ Crayons + spots</u>
Ceiling/Fans	<u>Good</u>	<u>oh</u>
Microwave	<u>o</u>	<u>o</u>
Windows/Doors	<u>Good</u>	
Light Fixtures	<u>Good</u>	<u>oh</u>
Stove Vent Fan	<u>Good</u>	<u>oh</u>
Sink/Drain	<u>Good</u>	<u>oh</u>
Disposal/Dishwasher	<u>Dishwasher - good</u>	<u>Garbage disposed - Missing stopper</u>
Counter Surfaces	<u>Good</u>	<u>Damaged - edges chipped out</u>
Floors/Tile	<u>Retention - low</u>	<u>oh</u>
Dryer Vent	<u>Good</u>	<u>oh</u>
		<u>Garbage bags full of garbage - large</u>

# Bedroom(s)/Recreation Room/Other

Item	Condition Moving In	Condition Moving Out
Paint/ Caulking	Good	Spots + Black Marking Pen Walls - Very Dirty
Ceiling/Walls	Good	Very Dirty - + Soiled - MARKS TERRIBLE STAINS + SMELL
Carpet/Floors	Almond - stain removed	let urine + etc of dogs - Completely Ruined
Windows/Doors	Good	Glass Closet Doors - Removed
Curtains/Blinds	new	2 Broken Blinds / 3 Screens BEST + BROKEN
Light Fixtures	Good	OK
Outlets	Good	OK
Closets	Good	Closet Doors Removed - All Glass
Air Conditioner	OK	OK
Smoke/CO Alarms	Good	OK
Heating	Electric	Furniture Dismantled = WALK-IN CLOSET - MATTRESS BED - CARPET + PAD Completely Removed W/ DOOR TAIL CHewed

# Bathroom(s) Master

Item	Condition Moving In	Condition Moving Out
Toilet	Good	Toilet Seat Broken / Very Dirty
Faucets/Shower/Tub	faucet - not working	OK
Cabinets	Good	dirty
Paint/Caulking	Good	Stains + dirt
Walls/Ceiling	Good	Stains + dirty w CRAYON MARKS
Floors/Tile	Good	dirty
Windows/Covers	(Good -)	Screens Missing / DIRTY
Light Fixtures/Heating	Good	OK - DIRTY
Outlets/Fans	Good	OK - DIRTY
Sink & Tub Drains	Good	OK - DIRTY
Counter Surfaces	Good	OK - DIRTY
Tub/Shower Surfaces	Good	SHOWER CURTAIN ROD - MISSING Towel BAR - MISSING

Other Comments: (unusual odors, mold, leaking, condition of outside/yard, etc.)

MOVE IN:

X Bryan Anderson 6-29-14  
Landlord (sign/date @ move-in)

X [Signature] 6/29/14  
Tenant (sign/date @ move-in)

MOVE OUT:

X Bryan Anderson 12-16-14  
Landlord (sign/date move-out)

At Landlord Option - Tenant (sign/date move-out)

Provided as a public service by the Consumer Protection Division of the Washington Attorney General's Office Oct 2004; revised 2013